

Lincoln Police Department
Thomas K. Casady, Chief of Police
575 South 10th Street
Lincoln, Nebraska 68508

402-441-7204
fax: 402-441-8492

MAYOR COLEEN J. SENG

lincoln.ne.gov



June 23, 2005

Mayor Seng and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of Earls Tavern, 5555 Superior Street requesting an addition to their current class C liquor license.

The area request is a Beer Garden measuring approximately 20 x 24 foot on the South side of the business.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police

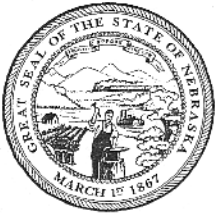


A nationally accredited law enforcement agency



STATE OF NEBRASKA

Let date 6/27
PH: 7-18-05



Mike Johanns
Governor

SP for alcohol sales
approved 6/22 by PC

November 29, 2004

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

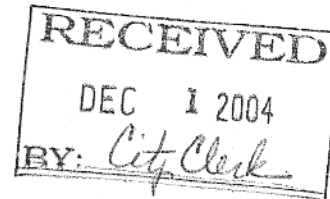
Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.nol.org/home/NLCC/>

City Clerk of Lincoln
555 S 10 Street
Lincoln, NE 68508

A5-067260
114



RE: Addition to Premise for License C #08120

Dear Clerk:

The licensee Allen Enterprises Inc DBA Earls Tavern with license C #08120 located at 5555 Superior Street, Lincoln, NE 68504 (Lancaster County) has requested an addition to premise. The addition is for an area approx 20 x 24 (See Attached Diagram). The description for the new license will be read as follows: **One story building approx 45 x 128, including area approx 13 x 36 to the east and beer garden approx 20 x 24 on the south side of building.**

Please review the enclosed description diagram and present this reconstruction to premise request to the Council for consideration and return the results to the Nebraska Liquor Control Commission office. If you should have any questions, please feel free to give me a call at (402) 471-4881.

Sincerely,

Jackie B. Matulka
Jackie B. Matulka
Licensing Division

Enclosure
pc: File

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

PLEASE COMPLETE AND RETURN TO:
NE LIQUOR CONTROL COMMISSION
PO BOX 95046
LINCOLN, NE 68509-5046

FEE OF \$45.00 REQUIRED

LICENSEE'S NAME: ~~EARL ALLEN~~ ALLEN ENTERPRISES INC

TRADE NAME: EARLS TAVERN

PREMISE ADDRESS: 5555 SUPERIOR STREET

CITY/COUNTY: LINCOLN NE LANCASTER

LICENSE NUMBER C-08120

TELEPHONE: (402) 466-3880

RECEIVED

NOV 29 2004

PLEASE CHECK ONE OF THE FOLLOW

☒ ADDITION/ RECONSTRUCTION

☐ CHANGE OF LOCATION

NEBRASKA LIQUOR
CONTROL COMMISSION

CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From:

Indicate local governing body jurisdiction; city or county jm

Address To :

Indicate local governing body jurisdiction; city or county

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8 1/2 x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATED IN, CALL THE CITY OF COUNTY CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLANATION IS ALWAYS WELCOME

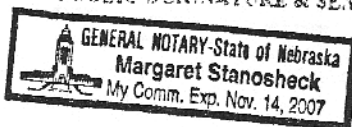
AFFIDAVIT

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Earl Z Allen
SIGNATURE OF LICENSEE

SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 24th DAY OF November, 2004

Margaret Stanosheck
NOTARY PUBLIC'S SIGNATURE & SEAL



Commercial Lease

RECEIVED

NOV 29 2004

NEBRASKA LIQUOR
CONTROL COMMISSION

This lease is made between Earl F Allen
of 5725 9th Street Lincoln NE 68505, herein called Lessor, and
Allen Enterprises Inc DBA Earls of 5555
Superior 3rd Street NE 68504 herein called Lessee. Lessee hereby offers to lease from Lessor the
premises situated in the City of LINCOLN, County of LANCASTER,
State of NEBRASKA, described as IRREGULAR TRACT LOT 11, SE
EX NORTH PART FOR ROAD 5-10-7 4501 N 56 ST

upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of 5 years, commencing NOVEMBER 1
2004, and terminating on NOVEMBER 1, 2009, or sooner as provided herein at the annual rental
of 2000.00 Dollars (\$ 2000.00) payable in equal installments in advance on the first day
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address
specified above.

2. Use. Lessee shall use and occupy the premises for FIVE YR. The premises shall
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition,
including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises
and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee
shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: PAY
ALL REAL ESTATE TAXES

which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such
as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or
improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and
federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the
use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written
consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be
void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name
of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas,
electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered,
Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such
amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard of-
fice use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive elec-
trical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and
upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to
the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of 0 Dollars (\$ 0) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100 % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

18. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ 3000. The option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in no radon found. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this Nov 1 day of November, 2004.

Lessor:

Earl J Allen

Lessee:

Allen Enterprises Inc Earl J Allen

RECEIVED
NOV 29 2004
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED
NOV 29 2004
NEBRASKA LIQUOR
CONTROL COMMISSION

N
↑

1 SQUARE IS 1 FT
TAVERN

TAVERN

DOOR

WALLS
1/2

1/2

EAST

NEW
BEER
GARDEN

20'

24'

SOUTH

20'

10757